

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOAL	Page 1 of 64
2. Contract No.		3. Solicitation No. W58RGZ-06-R-0618		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2007MAY03	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-AV-B REDSTONE ARSENAL AL 35898-5280			Code W58RGZ	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2007JUN06 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name EUNICE JETT-DAY E-mail address: EUNICE.JETT-DAY@PEOAVN.REDSTONE.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256) 876-9094
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	31
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	12	X	J	List of Attachments	47
X	D	Packaging and Marking	21	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	22	X	K	Representations, Certifications, and Other Statements of Offerors	48
X	F	Deliveries or Performance	23				
X	G	Contract Administration Data	26	X	L	Instrs., Conds., and Notices to Offerors	57
X	H	Special Contract Requirements	28		M	Evaluation Factors for Award	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	
				18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 64
	PIIN/SIIN W58RGZ-06-R-0618	MOD/AMD	

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4000	SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.		
(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:		
(1) Furnished as an attachment to its offer; or		
(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;		
(3) Furnished upon receipt of a specific request for the information from the contracting officer.		
(End of Clause)		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 3 of 64
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NSN: 1650-01-496-6802 FSCM: 77272 PART NR: 145H7300-25 SECURITY CLASS: Unclassified</p> <p>THIS WILL BE A FIVE YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT FOR THE CH-47D ACTUATOR ASSEMBLY.</p> <p><u>MINIMUM QUANTITY: 20 EACH</u> <u>MAXIMUM QUANTITY: 620 EACH</u></p> <p>WORC AND AMC PRON: TO BE ASSIGNED ON EACH DELIVERY ORDER.</p> <p>FOB POINT, ORIGIN FOR ALL CLINS EXCEPT FOR CONTRACT DATA REQUIREMENT LIST (CDRL), 0003AA AND PRODUCT VERIFICATION AUDIT, CLIN 0005AA.</p> <hr/> <p>ALL FIVE ORDERING PERIODS ARE IN INCREMENTS OF 12 MONTHS FROM TIME OF AWARD. HOWEVER, THIS DOES NOT PRECLUDE THE GOVERNMENT EXERCISING ITS RIGHTS UNDER FAR 52.216-19 BY ORDERING ONE OR MORE TIMES UP TO THE MAXIMUM QUANTITY SPECIFIED IN FAR 52.219-19(b)(1) AT ANY TIME DURING THE LIFE OF THIS CONTRACT.</p> <p>THE 1ST ORDERING PERIOD IS FROM DATE OF AWARD TO 365 DAYS AFTER CONTRACT AWARD (DACA).</p> <p>THE 2ND ORDERING PERIOD IS FROM 366 DACA THROUGH 730 DACA.</p> <p>THE 3RD ORDERING PERIOD IS FROM 731 DACA THROUGH 1,095 DACA.</p> <p>THE 4TH ORDERING PERIOD IS FROM 1,096 DACA THROUGH 1,460 DACA.</p> <p>THE 5TH ORDERING PERIOD IS FROM 1,461 DACA THROUGH 1,825 DACA.</p> <hr/> <p>—</p> <p>FIRST YEAR REQUIREMENT TO INCLUDE THE MINIMUM QUANTITY OF 20 EACH.</p> <p>THE YEARLY ESTIMATED QUANTITIES LISTED HEREIN DOES NOT COMMIT THE GOVERNMENT TO ORDERING THAT OR ANY QUANTITY ABOVE THE MINIMUM QUANTITY.</p> <p>YEARLY QUANTITIES FOR CLIN 0001 ARE AS</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOLLOWS:</p> <p>YEAR 1 - 20 EACH YEAR 2 - 150 EACH (ESTIMATED) YEAR 3 - 150 EACH (ESTIMATED) YEAR 4 - 150 EACH (ESTIMATED) YEAR 5 - 150 EACH (ESTIMATED)</p> <p>THIS IS A CRITICAL SAFETY ITEM.</p> <p>FUNDS FOR THE MINIMUM QUANTITY SET FORTH HEREIN SHALL BE OBLIGATED ON DELIVERY ORDER 0001, TO BE <u>ISSUED SIMULTANEOUSLY WITH THE</u> <u>AWARD OF THE CONTRACT.</u></p> <p><u>APPROVED SOURCE:</u></p> <p>THE BOEING COMPANY RIDLEY PARK, PA 19078-1099 (CAGE CODE 77272)</p> <p>(End of narrative A001)</p>				
0001AA	<p><u>OVERHAUL/REPAIR</u></p> <p>NOUN: CH-47D ACTUATOR ASSEMBLY</p> <p>Offeror is required to fill in proposed unit prices for all five (5) years:</p> <p>Year 1 - \$ _____ Year 2 - \$ _____ Year 3 - \$ _____ Year 4 - \$ _____ Year 5 - \$ _____</p> <p>(End of narrative B001)</p> <p>INPUT NSN: 1650-01-496-6802 INPUT P/N: 145H7300-25</p> <p>OUTPUT NSN: 1650-01-496-6802 OUTPUT P/N: 145H7300-25</p> <p>OVERHAUL/REPAIR IN ACCORDANCE WITH THE CLAUSE IN SECTION C ENTITLED</p>	AS REQUIRED	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>STATEMENT OF WORK/SPECIFICATIONS - CONTRACTOR SPECIFICATIONS</p> <p>THIS IS A FIRM FIXED PRICE CLIN</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J, PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>"Ship to" locations will be set forth in each delivery order issued against the basic contract; see Section F for the delivery schedule.</p> <p>(End of narrative F001)</p>				
0001AB	<p><u>OVERHAUL/REPAIR/MODIFICATION</u></p> <p>NOUN: CH-47D ACTUATOR ASSEMBLY</p> <p>Offeror is required to fill in proposed unit prices for all five (5) years:</p> <p>Year 1 - \$ _____</p> <p>Year 2 - \$ _____</p> <p>Year 3 - \$ _____</p> <p>Year 4 - \$ _____</p> <p>Year 5 - \$ _____</p> <p>(End of narrative B001)</p> <p>INPUT NSN: 1650-01-222-8087 INPUT P/N: 145H7300-20</p>	AS REQUIRED	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>OUTPUT NSN: 1650-01-496-6802</p> <p>OUTPUT P/N: 145H7300-25</p> <p>OVERHAUL/REPAIR/MODIFICATION IN ACCORDANCE WITH THE CLAUSE IN SECTION C ENTITLED STATEMENT OF WORK/SPECIFICATIONS - CONTRACTOR SPECIFICATIONS</p> <p>THIS IS A FIRM FIXED PRICE CLIN</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING/PACKING/SPECIFICATIONS:</p> <p>SEE SECTION J, PACKAGING REQUIREMENTS</p> <p>UNIT PACK: 001</p> <p>LEVEL PRESERVATION: Military</p> <p>LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>"Ship to" locations will be set forth in each delivery order issued against the basic contract; see Section F for the delivery schedule.</p> <p>(End of narrative F001)</p>				
0001AC	<p><u>OVERHAUL/REPAIR/MODIFICATION</u></p> <p>NOUN: CH-47D ACTUATOR ASSEMBLY</p> <p>Offeror is required to fill in proposed unit prices for all five (5) years:</p> <p>Year 1 - \$ _____</p> <p>Year 2 - \$ _____</p> <p>Year 3 - \$ _____</p> <p>Year 4 - \$ _____</p> <p>Year 5 - \$ _____</p> <p>(End of narrative B001)</p>	AS REQUIRED	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>INPUT NSN: 1650-01-118-5632 INPUT P/N: 145H7300-16</p> <p>OUTPUT NSN: 1650-01-496-6802 OUTPUT P/N: 145H7300-25</p> <p>OVERHAUL/REPAIR/MODIFICATION IN ACCORDANCE WITH THE CLAUSE IN SECTION C ENTITLED STATEMENT OF WORK/SPECIFICATIONS - CONTRACTOR SPECIFICATIONS</p> <p>THIS IS A FIRM FIXED PRICE CLIN</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION J, PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>"Ship to" locations will be set forth in each delivery order issued against the basic contract; see Section F for the delivery schedule.</p> <p>(End of narrative F001)</p>				
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>SCRAP/BEYOND ECONOMICAL REPAIR</u></p> <p>NOUN: SCRAP, CH-47D ACTUATOR ASSY</p> <p><u>SECTION C</u> - Description/Specs./Work Statement</p> <p>Scrap from CLIN 0001AA, 0001AB or 0001AC shall be in accordance with Section C, Statement of Work/Specifications - Contractor Specifications.</p> <p>Units authorized to be scrapped IAW Section C shall be reflected as an increase to CLIN 0002AA</p>	AS REQUIRED	EA		\$_____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 8 of 64
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>with a corresponding decrease in quantity and funds to CLIN 0001AA, 0001AB or 0001AC. The Government reserves the right to replace any items scrapped.</p> <p>This is a Firm Fixed Price CLIN.</p> <p>Offeror is required to fill in proposed unit prices below for all five (5) years:</p> <p>Year 1 - \$ _____</p> <p>Year 2 - \$ _____</p> <p>Year 3 - \$ _____</p> <p>Year 4 - \$ _____</p> <p>Year 5 - \$ _____</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0003	SECURITY CLASS: Unclassified				
0003AA	<p><u>CONTRACT DATA REQUIREMENTS LIST, A001 - A005</u></p> <p><u>THIS CLIN IS "NOT SEPARATELY PRICED" (NSP)</u></p> <p>Pricing for Data shall be included in the unit prices for OVERHAUL/REPAIR/MODIFICATION, CLINs 0001AA, 0001AB and 0001AC.</p> <p>Delivery as required per DD Form 1423, Contract Data Requirements List (CDRL) - See Exhibit "A"</p> <p>FOB POINT: Destination (<u>Applicable to Data Only</u>)</p> <p>The contractor shall provide Data Items A001 thru A005, in accordance with Contract Data Requirement List (CDRL), DD Form 1423, Exhibit A.</p> <p>Data Item A001 - DI-MGMT-80503- Report of Shipping and Packaging Discrepancy, SF 364 (As Required)</p> <p>Data Item A002 - DI-ALSS-80728A - Depot</p>	1	LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Maintenance Production Report, (Monthly)</p> <p>Data Item A003 - DI-QCIC-80736 - Quality Deficiency Report, (As Required)</p> <p>Data Item A004 - DI-ILSS-80755 - Overhaul Repair Report, (Quarterly)</p> <p>Data Item A005 - DI-ALSS-81530 - Logistics Management Information (LMI) Summaries, (As Required)</p> <p>Data Item - Product Verification Audit Report (PVA) in accordance with Attachment 013 in Section J, (As Required)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
0004	SECURITY CLASS: Unclassified				
0004AA	<p><u>REPAIR OF CONTAINERS</u></p> <p>NOUN: REPAIR OF CONTAINERS</p> <p><u>SECTION C</u> - Description/Specs./Work Statement</p> <p>This is a Firm Fixed Price CLIN.</p> <p>Containers will be repaired in accordance with the unit prices below for each ordering period. Offeror is required to fill in proposed unit prices for all five (5) years:</p> <p>Year 1 - \$ _____</p> <p>Year 2 - \$ _____</p> <p>Year 3 - \$ _____</p> <p>Year 4 - \$ _____</p> <p>Year 5 - \$ _____</p> <p>(End of narrative B001)</p>	AS REQUIRED	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THE CONTRACTOR SHALL REPAIR CONTAINER, NSN: 8145-01-131-3200, P/N: 145G0033-1. CONTAINERS SHALL BE FURNISHED IAW THE PACKAGING REQUIREMENT IN SECTION J.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0005	SECURITY CLASS: Unclassified				
0005AA	<p><u>PRODUCT VERIFICATION AUDIT (PVA)</u></p> <p>NOUN: CH-47D ACTUATOR ASSEMBLE</p> <p>CLIN 0005AA IS THE PRODUCT VERIFICATION AUDIT FOR CLIN 0001.</p> <p>Product Verification Audit (PVA) shall be in accordance with Appendix A of AMCOM Reg 702-2, Product Verification Audit Requirements for Depot, DOD Maintenance Activities, and Commercial Contractors (Attachment 013).</p> <p>THIS EFFORT IS FOR THE SERVICE REQUIRED FOR PERFORMANCE OF THE PRODUCT VERIFICATION AUDIT (PVA).</p> <p>PVA SHALL BE CONDUCTED 150 DAYS AFTER RECEIPT OF ASSETS.</p> <p>PVA Report - The report shall be submitted to the address shown below:</p> <p style="margin-left: 40px;">Commander U.S. Army Aviation and Missile Command ATTN: AMSRD-AMR-SE-QM</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Redstone Arsenal, Alabama 35898-5000</p> <p>PVA report is due <u>10 working days</u> after completion of PVA.</p> <p>NOTE: A copy of the cover letter for the report shall be forwarded to the Contracting Officer at:</p> <p>U.S. Army Aviation and Missile Command ATTN: AMSAM-AC-CH-B, Bldg 5678 Redstone Arsenal, Alabama 35898-5280</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 12 of 64
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.211-4003	STATEMENT OF WORK/SPECIFICATIONS - CONTRACTOR SPECIFICATIONS (USAAMCOM)	JUL/2001

a. The Contractor, as an independent Contractor, and not as an agent or employee of the Government, shall furnish all services, facilities, labor, parts, materials, equipment, tools and data listed in attachments 001 through 011, necessary to accomplish the inspection and overhaul/repair/modification required to return the items as specified in Section B, to condition code A as defined by Army Regulation 725-50. The input/output configuration shall be as defined in Section B herein. Upon completion of the overhaul/repair/modification, as applicable, the items shall be packaged as defined in Section J, Attachment 012 of this contract and shipped to the destination(s) specified in Section B of the awarded delivery order.

b. Prior to commencement of overhaul/repair/modification, the Contractor shall disassemble and inspect the item to the extent necessary to determine if the item is physically unrepairable or has suffered abnormal or catastrophic damage. If the latter condition exists, the Contractor shall notify the Procuring Contracting Officer (PCO) through the cognizant Administrative Contracting Officer (ACO) and shall stop work on the item(s) until given further instructions or disposition of the item(s) by the PCO.

c. In the event the PCO determines that certain items should be scrapped, the contractor shall scrap such items at the fixed unit price in Section B hereof and make disposition in accordance with (IAW) the Contractor's approved Government property procedures. Such scrapped items shall count toward the quantities ordered hereunder. The Government may, at its discretion, replace any items scrapped by input of additional assets, and said scrap quantities will not count as part of the total maximum quantity.

d. The overhaul/repair/modification shall be accomplished IAW contractor specifications, processes and procedures following the specific instructions set forth in the Depot Maintenance Work Requirement (DMWR) 55-1650-397 (including Changes 1 through 10) dated 28 Apr 2004, Attachment 001 and AMCOM Engineering Directives (AED)/Maintenance Engineering Orders (MEO), Attachments 002 through 011 listed in Section J. The Contractor shall notify the PCO through the cognizant ACO of any change or deviation from the list of specifications, processes and procedures provided by the Contractor with its proposal IAW the clause in Section L entitled, "Identification of Specifications, Processes and Procedures," and attached to this contract.

e. The overhaul/repair/modification shall comply with the following critical characteristics: See Attachment 014 in Section J.

f. Upon receipt of the reparable, containers shall be reviewed for serviceability. Containers shall be considered serviceable unless one or more of the following conditions exist: (1) containers are structurally damaged to include functional damage to the suspension system, cracks or holes to the container hull, hull deformity to the extent the container cannot be closed (or sealed where required), or dents that will interfere with the item envelope; (2) corrosion has progressed to the point where fit, function or the life of the container is affected. Items received without containers or containers determined to be unserviceable shall be processed IAW the Contractor's locally approved Government Property procedures. Components received improperly packaged, damaged with corrosion/deterioration or those with shipping discrepancies shall be reported IAW data item A001, Exhibit A.

g. Any Contractor paint facility which is used in the performance of this contract shall comply with the Environmental Protection Agency and Occupational Safety and Health Administration standards for painting as implemented by TM 55-1500-345-23, Painting and Marking of Army Aircraft.

h. Data and reports shall be submitted IAW the Contract Data Requirements List, DD Form 1423, Exhibit A. Data shall be packaged, packed and marked as necessary to assure safe delivery to the addressees indicated on the DD Form(s) 1423.

i. Product Verification Audit (PVA) shall be conducted IAW Aviation Product Verification Audit Requirements for Depot, DOD Maintenance Activities, and Commercial Contractors dated July 21, 2006, attachment 013.

C-2	52.209-4011	FLIGHT SAFETY PARTS CRITICAL CHARACTERISTICS NEW MANUFACTURE QE-STD-1 (USAAMCOM)	JUL/2002
			QE-STD-1

REVISION D

1 OCT 96

FLIGHT SAFETY PARTS
CRITICAL CHARACTERISTICS
NEW MANUFACTURE
QE-STD-1

	Paragraph
Purpose-----	1.0
Scope-----	2.0
References-----	3.0
Definitions-----	4.0
Policy-----	5.0
Requirements-----	6.0
Manufacturing Planning-----	6.1
Plan Content-----	6.1.1
Frozen Planning Requirements-----	6.1.2
Changes to Frozen Planning-----	6.1.3
Audits-----	6.2
Critical Characteristics-----	6.3
Inspection of Critical Characteristics-----	6.3.1
Variability Reduction Methods-----	6.3.2
NonConforming Critical Characteristics-----	6.3.3
Contradictory Critical Characteristics-----	6.3.4
Delivered Nonconformances-----	6.3.5
Records-----	6.4
Traceability of Records-----	6.4.1
Purchasing Records-----	6.4.2
Retention of Records-----	6.4.3
Certification of Personnel-----	6.5
Tolerance of Measurement & Test Equipment---	6.6
Serialization-----	6.7

1.0 PURPOSE: To establish the minimum level of activity that is required to manufacture Flight Safety Parts (FSPs) containing Manufacturing Critical Characteristics (CCs). Requirements established herein are intended to establish and maintain the integrity of CCs throughout the manufacturing process.

2.0 SCOPE: This document is to be used in conjunction with other contractually specified quality requirements. This document shall apply to all FSPs.

- 3.0 REFERENCES:
- a. ANSI/ASQC B1,B2,B3-1996
 - b. ISO 10012-1
 - c. Competition Advocate's Shopping List (CASL)
 - d. AMCOM Regulation 702-7 Flight Safety Critical Aircraft Parts/New Source Testing Program Management

- 4.0 DEFINITIONS:
- a. FSP (Airframe): Any part, assembly, or installation containing a critical characteristic (CC) whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.
 - b. FSP (Engine): Any part, assembly, or installation containing a critical characteristic whose failure, malfunction, or absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.
 - c. Critical Characteristic: Any feature throughout the life cycle of a FSP, such as dimension, finish, material or assembly, manufacturing or inspection process, installation, operation, field maintenance, or depot overhaul requirement which if nonconforming, missing or degraded could cause the failure or malfunction of the FSP.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 64</p>
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Name of Offeror or Contractor:

d. Approved Source: A manufacturer or vendor who has satisfied, prior to contract award, all AMCOM source approval requirements as set forth in the CASL to include, if applicable, engineering testing requirements (fatigue, endurance, and/or interchangeability).

5.0 POLICY: AMCOM will only procure Flight Safety Parts from approved sources. So as to maintain the integrity and quality of these critical spare parts, manufacturers of FSPs, components, sub-assemblies, and assemblies are required to adhere to the requirements of this document in its entirety. If a contractor has difficulty in maintaining process control as evident through such things as internal management audits, customer audits, the receipt of quality deficiency reports for parts previously supplied to AMCOM et. al., this will require immediate corrective action for the current contract and could affect the award of future contracts to that contractor.

6.0 REQUIREMENTS: All requirements of this document (paras. 6.1 - 6.7) shall be complied with by a contractor receiving a contract to produce FSPs. If a process or processes that involve a CC is subcontracted, this document must be imposed, in its entirety, on the subcontractor performing the work.

6.1 MANUFACTURING PLANNING:

6.1.1 PLAN CONTENT: All manufacturing, assembly, and inspection points shall be controlled by detailed procedures outlining each step or parameter of the process along with any materials, tooling, equipment, environmental control, and operator certification required that leads to the specific production of an end item. Plans shall clearly identify all CCs and will include identification, in accordance with contractor procedures, as to its particular revision. All process plans shall clearly define sequence of operation, machine type, and accept/reject limits for the specific process or operation. Critical processes not easily verified by subsequent inspection shall clearly define process operating parameters with tolerances.

6.1.2 FROZEN PLANNING REQUIREMENTS: The contractor is responsible for developing manufacturing planning. Review and control of these plans will be the responsibility of the Contractor's Control Board (CCB) consisting of qualified personnel equipped with adequate resources to assure development of complete, reliable, and traceable documentation. Parts manufactured utilizing these plans shall meet all contractual requirements. Plans developed for FSPs shall be frozen when:

a. In the case of FSPs not requiring engineering testing, under the first production contract for the FSP at such time a successful First Article Test is completed, or at the start of production if FAT is not required.

b. In the case of FSPs requiring engineering test, at the time articles are manufactured which successfully meet the engineering test requirements.

Once frozen, plans shall remain frozen throughout the existing contract and all subsequent contracts for the item unless changes to the planning are made in accordance with this standard.

6.1.3 CHANGES TO FROZEN PLANNING: The portion of the frozen manufacturing plan pertaining to a CC shall not be changed without prior CCB recommendation, justification to AMCOM, and receipt of approval by the Procurement Contracting Officer (PCO). Changes not affecting critical characteristics or occurring as the result of an AMCOM approved Engineering Change Proposal (ECP), require CCB approval only. All changes to frozen planning affecting CCs will be submitted to AMCOM. When the item, CC, or process is produced by a subcontractor, the planning shall be reviewed and approved by the contractor, and be subject to the same restrictions as above.

6.2 AUDITS: Contractors are to perform self-audits of their frozen planning when that planning applies to CCs produced or verified in house. At a minimum, audits will be performed at the start of each production contract, annually, and when process changes occur. It is incumbent upon the prime contractor to assure that subcontractors accomplish self-audits, and the prime shall maintain records verifying that their vendors are in full compliance with the audit requirement. All audit findings will be recorded and corrective action will be documented.

6.3 CRITICAL CHARACTERISTICS:

6.3.1 INSPECTION OF CRITICAL CHARACTERISTICS: All CCs which can be nondestructively inspected/tested shall be subjected to 100 percent inspection by the contractor or subcontractor. Critical characteristics which require destructive testing are to be tested on a lot or batch basis, with no skip lots allowed. All inspection records shall identify the FSP part number, serial or lot number, and characteristic inspected. Critical characteristics shall be identified on the inspection records in such a manner as to draw attention to them. Inspection records shall reflect the exact readings or dimensions, date of inspection, identity of inspector, and any required inspection certification. These requirements are in addition to other contractual requirements.

6.3.2 VARIABILITY REDUCTION METHODS: Once the program demonstrates that the critical processes are statistically in control, stable, and capable, the contractor may submit to the PCO for approval its documentation with a request to implement a Statistical Process Control (SPC) program in lieu of 100 percent inspection. This approval authority may be delegated to the Defense Contract Management Agency (DCMA) by the PCO in which case AMCOM will be informed of any approval or suspension of SPC. At the Government's discretion, 100 percent inspection may be reinstated if the process controls prove inadequate.

6.3.3 NONCONFORMING CRITICAL CHARACTERISTICS: Nonconformances of CCs shall not be dispositioned "use as is" or "repair" through contractor action, rework to print is acceptable. Waivers or deviations may be requested as specified in the contract. Request for

Name of Offeror or Contractor:

waivers or deviations of CCs shall be classified as critical and will be forwarded to AMCOM for approval/disapproval.

6.3.4 CONTRADICTORY CRITICAL CHARACTERISTICS: Contradictions between the AMCOM FSP Spares Technical Data Package (STDP) list of critical characteristics and the drawing/specifications shall not be resolved by the order of precedence paragraph in the STDP. The contractor shall notify the PCO immediately and any work pertaining to the critical characteristic in question shall be stopped until a written resolution to the contradiction is issued to the contractor from the PCO.

6.3.5 DELIVERED NONCONFORMANCES: Contractors shall notify the PCO immediately of any discovered nonconformances that may exist in previously delivered FSPs. Notification is required whether or not the characteristic in question has been classified as a critical characteristic. Notification shall include a description of the suspected nonconformance, contract number, part number, and affected serial numbers or lot numbers, when applicable.

6.4 RECORDS:

6.4.1 TRACEABILITY OF RECORDS: All records relating to FSPs shall be traceable to the date and place of production. Records shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special process, personnel certification, variability control charts (if applicable), assembly, and inspection of CCs. Special processes include but are not limited to heat treat, shotpeening, and nondestructive testing.

6.4.2 PURCHASING RECORDS: All purchase orders for subcontracted products or processes that contain CCs must clearly identify the CC and reference this document for compliance. All documents and referenced data for FSPs shall be available for review by the Government to determine compliance.

6.4.3 RETENTION OF RECORDS: The contractor shall retain copies of all records generated pursuant to this standard and make these records available to the Government upon request. Records shall be retained for a period of at least five years after the contractor ceases to manufacture the part for which this standard applies. At the end of this period, or in the event of relocation or shutdown, all records shall be offered to the PCO prior to disposal.

6.5 CERTIFICATION OF PERSONNEL: Contractor personnel performing work or having inspection responsibilities pertaining to CCs, shall be certified to the appropriate professional level as outlined in the applicable national standards, best commercial practices, or as contractually required. A system for tracking personnel certification shall be an element in the contractor internal audit program to assure all certifications are maintained in a current status.

6.6 TOLERANCE OF MEASURING & TEST EQUIPMENT (M&TE): M&TE used to inspect FSPs must be discriminate to within ten percent of the total tolerance spread for the feature being inspected except as follows: for total tolerance spreads of less than .001, M&TE must be discriminate to twenty percent of the spread.

6.7 SERIALIZATION: All FSPs require individual serialization or identification by lot number for traceability. The contractor shall request either approval of or assignment of a block of serial numbers (S/Ns) by AMCOM. Serialization shall occur so that any individualized inspection/process that involves a critical characteristic is traceable to a specific S/N. All S/Ns approved for issue or provided by AMCOM shall be accounted for; this includes material scrapped during manufacturing. Serial numbers used in this program shall not be used on any other part manufactured by that contractor. Reporting of the S/Ns to the PCO shall be in accordance with contractual requirements.

FLIGHT SAFETY PARTS
CRITICAL CHARACTERISTICS
MAINTENANCE & OVERHAUL
QE-STD 2

Paragraph	
Purpose-----	1.0
Scope-----	2.0
References-----	3.0
Definitions-----	4.0
Policy-----	5.0
Requirements-----	6.0

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 16 of 64
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Name of Offeror or Contractor:

Planning-----	6.1
Plan Content-----	6.1.1
Frozen Planning Requirements-----	6.1.2
Changes to Frozen Planning-----	6.1.3
Audits-----	6.2
Critical Characteristics-----	6.3
Inspection of Critical Characteristics-----	6.3.1
Nonconforming Critical Characteristics-----	6.3.2
Contradictory Critical Characteristics-----	6.3.3
Delivered Nonconformances-----	6.3.4
Records-----	6.4
Traceability of Records-----	6.4.1
Purchasing Records-----	6.4.2
Retention of Records-----	6.4.3
Certification of Personnel-----	6.5
Measurement & Test Equipment-----	6.6
Calibration-----	6.6.1
Tolerance-----	6.6.2
Government Furnished Material-----	6.7

1.0 PURPOSE: To establish the minimum level of activity that is required for the Maintenance and Overhaul (M&O) for Flight Safety Parts (FSPs) wherein the M&O affects or involves the Critical Characteristics (CCs) associated with the FSP. Requirements established herein are intended to establish and maintain the integrity of the CCs throughout the M&O process.

2.0 SCOPE: This document is intended to be used in conjunction with other contractually specified quality requirements. This document shall apply to all FSP.

3.0 REFERENCES:

- a. ANSI/ASQC B1,B2,B3-1996
- b. ISO 10012-1
- c. Competition Advocate's Shopping List(CASL)
- d. AMCOM Regulation 702-7 (Flight Safety Parts/New Source Testing Program Management)

4.0 DEFINITIONS:

a. Flight Safety Part, (Aircraft and Components): Any part, assembly, or installation containing a critical characteristic (CC) whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.

b. Flight Safety Part, (Engine): Any part, assembly, or installation containing a CC whose failure, malfunction, or absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.

c. Critical Characteristic: Any feature throughout the life cycle of a FSP, such as dimension, finish, material or assembly, manufacturing or inspection process, installation, operation, field maintenance, or depot overhaul requirement which if nonconforming, missing or degraded could cause the failure or malfunction of the FSP.

d. Approved Source: A manufacturer or vendor who has satisfied, prior to contract award, all AMCOM source approval requirements as set forth in the CASL to include, if applicable, engineering testing requirements (fatigue, endurance, and/or interchangeability).

e. Contractor: Any company or Government owned and operated depot performing M&O for AMCOM.

5.0 POLICY: To maintain the integrity and quality of FSP, components, sub-assemblies, and assemblies undergoing M&O, contractors providing such services are required to adhere to the requirements of this document in its entirety. If a contractor has difficulty in maintaining process control as evident through such things as internal management audits, customer audits, the receipt of quality deficiency reports for parts previously supplied to AMCOM et. al., this will require immediate corrective action for the current contract and could affect the award of future contracts to that contractor.

6.0 REQUIREMENTS: All requirements of this document (para 6.1 - 6.7) shall be complied with by a contractor receiving a

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 17 of 64</p>
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Name of Offeror or Contractor:

contract for M&O of FSP. If a process or processes that involve a CC is subcontracted, this document must be imposed, in its entirety, on the subcontractor performing the work. If, during M&O replacement parts are required that are not identified on the repair parts lists, the contractor will contact the PCO for instructions on how to procure these parts.

6.1 PLANNING:

6.1.1 PLAN CONTENT: Each M&O process affecting a FSP critical characteristic as identified in the Depot Maintenance Work Requirements (DMWR) or other AMCOM authorized M&O procedure must be controlled by detailed procedures outlining each step or parameter of the process along with any required materials, tooling, equipment, or operator certification. All procedures shall be clearly defined and the values of characteristics recorded as applicable. Plans shall clearly define sequence of operation, machine type, and accept/reject limits for the specific process or operation. Critical processes not easily verified shall clearly define process operating parameters with tolerances. Plans shall clearly identify all CCs.

6.1.2 FROZEN PLANNING REQUIREMENTS: The contractor is responsible for developing M&O planning. Review and control of these plans will be the responsibility of the Contractor Control Board (CCB) consisting of qualified personnel equipped with adequate resources to assure development of complete, reliable, and traceable documentation. Parts maintained and overhauled utilizing these plans shall meet all contractual requirements. Plans developed for the M&O of FSP shall be frozen at the time the Product Verification Audit (PVA) is approved by the Government, or when a PVA is not required, prior to induction of the first M&O asset. Once frozen, plans shall remain frozen throughout the existing contract and all subsequent contracts for M&O of the item unless changes to the planning are made in accordance with this standard. In addition all plans shall be made available to the Government at any time upon request. For future contracts, verification of the currency of this planning will also be required at the time of bid submission if specified in the solicitation.

6.1.3 CHANGES TO FROZEN PLANNING: Frozen M&O planning pertaining to a CC shall not be changed without prior CCB recommendation, justification to AMCOM and receipt of approval by the Procurement Contracting Officer (PCO) except changes occurring as the result of an AMCOM approved Engineering Change Proposal (ECP), or AMCOM Engineering Directive (AED) requires CCB approval only. All changes to frozen planning affecting CCs will be submitted to AMCOM for approval. When the item, CC, or process is accomplished by a subcontractor, the planning shall be reviewed and approved by the contractor, and be subject to the same restrictions as above. Changes to frozen planning not effecting CCs require only CCB approval.

6.2 AUDITS: Contractors are to perform self-audits of their frozen planning when that planning applies to CCs produced or verified in house. At a minimum, audits will be performed at the start of each M&O contract, annually, and when process changes occur. It is incumbent upon the contractor to assure that subcontractors accomplish self-audits, and maintain records verifying their vendors are in full compliance with the audit requirement. All audit findings will be recorded and corrective action will be documented.

6.3 CRITICAL CHARACTERISTICS:

6.3.1 INSPECTION OF CRITICAL CHARACTERISTICS: All CCs which can be nondestructively inspected/tested shall be subjected to 100 percent inspection by the contractor or subcontractor; however, assemblies containing CCs need only be disassembled to the extent required by the statement of work to return the assemblies to a serviceable condition, in these cases inspection of CCs is not necessary. CCs which require destructive testing are to be tested on a lot or batch basis, with no skip lots allowed. All completed work instructions shall identify the FSP part number, serial or lot number, and characteristic inspected. Critical characteristics shall be identified on the work instructions in such a manner as to draw attention to them. Work instructions shall reflect the exact readings or dimensions, date of inspection, identity of inspector, and any required inspection certification. These requirements are in addition to other contractual requirements.

6.3.2 NONCONFORMING CRITICAL CHARACTERISTICS: Nonconformances of CCs shall not be dispositioned "use as is" or "repair" through contractor actions. Rework to DMWR or other AMCOM approved procedures are acceptable. Waivers or deviations may be requested as specified in the contract. Request for waivers/deviations of CCs shall be classified as critical and will be forwarded to AMCOM for approval/disapproval.

6.3.3 CONTRADICTION CRITICAL CHARACTERISTICS: Contradictions between the DMWR or other AMCOM approved procedures shall be brought to the attention of the PCO immediately and any work pertaining to the CC in question shall be stopped until a written resolution to the contradiction is issued to the contractor from the PCO.

6.3.4 DELIVERED NONCONFORMANCES: Contractors shall notify the PCO immediately of any discovered Nonconformances that may exist in previously delivered FSP. Notification is required whether the characteristic in question has been classified as a CC or not. Notification shall include a description of the suspected nonconformance, contract number, part number, and affected serial numbers, or lot number (when applicable).

6.4 RECORDS:

6.4.1 TRACEABILITY OF RECORDS: All records relating to FSP shall be traceable to the date and place of M&O. Records shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 18 of 64</p>
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Name of Offeror or Contractor:

process, personnel certification, variability control charts (if applicable), assembly and inspection of CCs. Special processes include but are not limited to heat treat, shotpeening, and nondestructive testing.

6.4.2 PURCHASING RECORDS: All purchase orders for subcontracted products or processes that contain CCs must clearly identify the CC and reference this STD and if applicable QE-STD 1 for compliance. All documents and referenced data for FSP shall be available for review by the Government to determine compliance.

6.4.3 RETENTION OF RECORDS: The contractor shall retain copies of all records generated pursuant to this standard and make these records available to the Government upon request. Records shall be retained for a period of five years past after the contractor ceases the M&O process of the part for which this standard applies. At the end of this period or in the event of relocation or shutdown, all records shall be offered to the PCO prior to disposal.

6.5 CERTIFICATION OF PERSONNEL: Contractor personnel performing work or having inspection responsibilities pertaining to CCs, shall be certified to the appropriate professional level as outlined in the applicable national standards, best commercial practices, or as contractually required. A system for tracking personnel certification shall be an element in the contractor internal audit program to assure all certifications are maintained in a current status.

6.6 MEASUREMENT & TEST EQUIPMENT (M&TE):

6.6.1 CALIBRATION: Calibration of inspection equipment shall be in accordance with contractual requirements. All aspects of the supplier's calibration confirmation system shall be subject to Government verification at unscheduled intervals. The supplier's M&TE shall be made available for use by the Government, as needed. All measuring equipment that is used to measure CCs shall be monitored for effectiveness and reproducibility. A recommended method is provided in ISO 10012-1.

6.6.2 TOLERANCE: Measurement and Test Equipment (M&TE) used to inspect FSPs must be discriminate to within 10 percent of the total tolerance for the feature being inspected except as follows. For tolerances less than .001, M&TE must be discriminate to 20 percent.

6.7 GOVERNMENT FURNISHED MATERIAL: When material is furnished by the Government, the contractor's procedures shall include, as a minimum, the following:

- a. Examination upon receipt to detect damage in transit.
- b. Inspection for completeness and proper type.
- c. Periodic inspection and precautions to assure adequate storage conditions are maintained, and to guard against damage from handling and deterioration during storage.
- d. Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation.
- e. Identification and protection from improper use or disposition.
- f. Verification of quantity.
- g. Damaged/nonconforming Government Furnished Material shall be identified as such and is to be segregated in a secure controlled area pending Government disposition instructions.

C-4 52.247-4004 REUSABLE CONTAINERS (USAAMCOM) OCT/1992

a. The container finish is important only to the extent that it provides a suitable surface for marking and provides protection from corrosion.

b. All activities associated with the containerization of the item are packaging operations. Packaging includes the following activities, if necessary to meet the requirements of the packaging specifications.

- (1) Cleaning of the container;
- (2) Removal of loose corrosion products;
- (3) Replacement of gaskets, seals, o-rings, air valves, installation hardware, humidity indicators, desiccant;
- (4) Replacement of wooden skids (any available hardwood);

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 19 of 64
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Name of Offeror or Contractor:

- (5) Preservation of the item;
- (6) Installation of the item;
- (7) Closure (sealing where required) of the container;
- (8) Touchup painting to include obliteration of obsolete marking and surface protection (any available low contrast corrosion inhibitive paint);
- (9) MIL-STD-129 marking.

(End of Clause)

C-5 52.247-4005 STATEMENT OF WORK (SOW)--FEDERAL AVIATION ADMINISTRATION (FAA) SEP/1996
AIRWORTHINESS APPROVAL TAG (USAAMCOM)

If any of the items that are the subject of this procurement are also currently being sold to commercial customers and an FAA Form 8130-3, Airworthiness Approval Tag, is required to accompany these parts, the offeror shall:

- a. Identify, in its proposal, these parts; and
- b. If awarded the contract, provide FAA Form 8130-3 to the Government upon delivery of the parts.

(End of Clause)

C-6 STATEMENT OF WORK (SOW) - THE SERIAL NUMBER REPORTING REQUIREMENT (SNRR)

This SOW applies only to items identified as Critical Safety Items (CSI), Time Change (TC), Retirement Change (RC) or other components requiring assignment/approval of serial numbers as described by U. S. Army Aviation and Missile Command (AMCOM). These items are identified within the Technical Data Package (TDP). The SNRR is a reporting requirement for serial number assignment/approval.

In order for the contractor to fulfill the requirement of the SOW, it will be necessary for him to have or initiate serial number controls for each designated item and follow the reporting as instructed below or according to government approved alternate instructions. This serial number control/reporting requirement applies to the end item(s) to be delivered under this contract and to any components of the end item(s) required to be serialized by this contract whether produced either by the contractor or any subcontractor, then there is no reporting requirements under this SOW.

In the event this contract prescribes such as; maintenance, overhaul, inspection, repair, test or modification of items, and no part number is required on the item, and no new subcomponents requiring serialization are produced either by the contractor, or any subcontractor. If subcomponents are Government Furnished Parts (GFP), no reporting is required.

In the event the contractor does not have a serial number development and assignment system for their products, the contractor shall submit a request that serial numbers be assigned by the government.

Proposed serial number or range of serial numbers to be utilized on designated items under this contract shall be submitted prior to assigning the item(s) a serial number. This list should be submitted to:

Commander, U.S. Army Aviation and Missile Command
ATTN: AMSAM-A-MMC-MA-NM (SNRR)
Redstone Arsenal, Alabama 35898-5230
Email: *HYPERLINK "mailto:snrr@redstone.army.mil" snrr@redstone.army.mil or FAX: (256) 876-4904

with copies of the transmittal document and data furnished to the Administrative Contracting Officer of the contract. The content of each submission is as follows:

- a. Proposed serial number or range of serial numbers
- b. Contract Number, Delivery order and (Shipment Number if

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 64
	PIIN/SIIN W58RGZ-06-R-0618	MOD/AMD	

Name of Offeror or Contractor:

- Known)
- c. Contractors Name
- d. Commercial and Government Entity (CAGE) Code
- e. National Stock Number
- f. Part Number
- g. Nomenclature

Simultaneously with each delivery of the designated items under this contract, the contractor shall submit a copy of the DD 250 used for acceptance with a listing of all serial numbers to:

ATTN: AMSAM-A-MMC-MA-NM (SNRR)
Redstone Arsenal, Alabama 35898-5230
Email: *HYPERLINK "mailto:snrr@redstone.army.mil" snrr@redstone.army.mil or FAX: (256) 876-4904
which is used to accept delivery of the aircraft items and which will contain a list of all serial numbers of the accepted items.

In no event shall the contractor use the serial numbers approved by the government, for this contract in any other application with the same base part number, such as commercial sales of a different

*** END OF NARRATIVE C 0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 21 of 64
	PIIN/SIIN W58RGZ-06-R-0618	MOD/AMD	

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.		

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 22 of 64
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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246- 4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	FEB/1999

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in design, development, production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002 (International Organization for Standardization (ISO) 9002) or comparable system or a Department of Defense approved quality system SPI. The Contractor is required to identify the quality system and provide documentation upon request.

(End of clause)

E-6	52.246-4003	TERMINOLOGY/CALIBRATION (USAAMCOM)	AUG/1996
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(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p align="right">Page 23 of 64</p>
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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-7	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-9	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-10	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-11	52.211-4010	DELIVERY SCHEDULE (USAAMCOM)	AUG/2001

(a) The Contractor agrees to accept the minimum quantity of reparable(s) immediately upon issuance of a contract/delivery order(s). Input of the reparable(s) by the Government and output of the completed items as specified in Section B, shall be accomplished in accordance with the following schedule:

			<u>No. of Days After</u>
(1) Input by Government:	<u>ITEM NO.</u>	<u>QTY</u>	<u>Award of Contract/Order</u>
	0001AA, 0001AB,	20 ea	30
0001AC			

(2) Government's Required Output Schedule:

			<u>No. of Days After</u>
	<u>ITEM NO.</u>	<u>QTY</u>	<u>Receipt of Reparables</u>
	0005AA- PVA	1 lot	150
	0001AA, 0001AB	4 ea	180
0001AC		4 ea	210
		4 ea	240
		4 ea	270
4 ea	300		

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(3) Offerors Proposed Output Schedule:

<u>ITEM NO.</u>	<u>QTY</u>	<u>No. of Days After</u>
		<u>Receipt of Reparables</u>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 24 of 64
Name of Offeror or Contractor:		

The delivery schedule for all data and reports is as specified on the DD Form 1423, Exhibit A.

(End of Clause)

F-12 52.211-4011 DELIVERY OF ADDITIONAL QUANTITIES (USAAMCOM) AUG/2001
Additional quantities of Item 0001 up to the maximum quantity specified in Section B, if and when ordered in accordance with delivery order procedures, shall be delivered at a maximum monthly rate of 4 each per month commencing 150 days after receipt of reparables.

(End of Clause)

F-13 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS FEB/2006
(a) The term "f.o.b. origin, with differentials," as used in this clause, means--

(1) Free of expense to the Government delivered--

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 64
	PIIN/SIIN	W58RGZ-06-R-0618	MOD/AMD
Name of Offeror or Contractor:			

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____, wharf, flatcar, driveway, etc.)

F-14 52.211-4012 ACCELERATED DELIVERY (USAAMCOM) AUG/2001

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer. Acceleration in the delivery of end items will not be acceptable to the Government unless all other scheduled deliveries relating to contract items such as provisioning, technical documentation, drawings, publications, overpack kits, etc., are accelerated by an equal period of time.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 26 of 64
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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4001	PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	OCT/2000
(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.			
(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:			
<div> <div>Commander</div> <div>U.S. Army Aviation and Missile Command</div> <div>ATTN: AMSAM-AC-CH-B</div> <div>Redstone Arsenal, AL 35898-5280</div> </div>			
(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:			
<div> <div>Commander</div> <div>U.S. Army Aviation and Missile Command</div> <div>ATTN: AMSAM-SA</div> <div>Redstone Arsenal, AL 35898-5000</div> </div>			

G-2	52.245-4005	PROCEDURES FOR RECEIPT OF REPARABLES	MAR/2006
Two (2) receipted copies of DD Form 1348-1A of all shipments of reparable items received shall be mailed directly to Commander, U.S. Army Aviation and Missile Command, Redstone Arsenal, AL 35898-5280, one (1) copy sent "ATTN: AMSAM-AC-CH-B" and one copy sent "ATTN: AMSAM-MMC-MM-DSMM", within ten (10) working days after receipt. An electronic copy shall be mailed simultaneously with the hard copies to OverhaulAccountability.Comfirmation@redstone.army.mil. The DD Form 1348-1A will be stamped diagonally across the center "REPARABLE" in bold letters, verifying data thereon and annotating to which contract/delivery order assets will be applied.			
(End of clause)			

G-3	52.245-4006	DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (USAAMCOM)	OCT/1992
(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).			
(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.			
(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:			
(1) Mailing address (including 9 digit zip code):			
<div> <div></div> <div></div> <div></div> </div>			
(2) Freight address:			
<div> <div></div> <div></div> <div></div> </div>			
(3) Contractor and Government Entity (CAGE) Code where the government property is to be delivered:			
<div> <div></div> </div>			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 27 of 64
---------------------------	--	----------------------

Name of Offeror or Contractor:

(4) Standard Point Location Code (SPLC):

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 28 of 64
Name of Offeror or Contractor:		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.243-4000	ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS	JUN/2005
<p>1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.</p>			
<p>2. <u>Format.</u></p>			
<p>a. Class 1 ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.</p>			
<p>b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.</p>			
<p>c. Short Form Procedure: ECPs and VECs , which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."</p>			
<p>d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I, see block 5 on the form).</p>			
<p>e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFW. RFWs shall be prepared using AMSAM-RD Form 527) or AMSRD-AMR Form 530 (Type II, see block 5 on the form).</p>			
<p>f. Each ECP, RFD or RFW shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal.</p>			
<p>g. Classification of RFDs/RFWs.</p>			
<p>(1) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.</p>			
<p>(2) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.</p>			
<p>(3) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.</p>			
<p>h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.</p>			
<p>i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.</p>			
<p>j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor</p>			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 29 of 64
---------------------------	--	----------------------

Name of Offeror or Contractor:

if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

k. Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECs, RFWs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFWs. For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center
ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

c. Hard Copy Distribution of VECs. For each VEC that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VEC that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VEC to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center
ATTN: AMSRD-AMR-SE-IO-VE
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-8163

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 30 of 64
	PIIN/SIIN W58RGZ-06-R-0618	MOD/AMD	

Name of Offeror or Contractor:

acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

H-2 52.248-4000 SUBMITTAL OF VALUE ENGINEERING CHANGE PROPOSALS (VECPs) (USAAMCOM) OCT/2000
VECPs shall be prepared in accordance with FAR 52.248-1. Submit 25 copies of the VECP to the Contracting Officer. Also submit an information copy to the Value Engineering Office: Commander, U.S. Army Aviation and Missile Command (USAAMCOM), ATTN: AMSAM-RD-SE-IO-VE, Redstone Arsenal, AL 35898-5000. Questions concerning AMCOM's Value Engineering (VE) Program should be directed to the above address, or contact the VE Program Manager at (256) 876-3776.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 31 of 64
	PIIN/SIIN W58RGZ-06-R-0618	MOD/AMD	

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	JUL/2004
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006) - ALTERNATE A (DFARS 252.204-7004)	NOV/2003
I-11	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215- 2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-23	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-32	52.227- 1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-35	52.230- 2	COST ACCOUNTING STANDARDS	APR/1998
I-36	52.230- 6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-37	52.232- 1	PAYMENTS	APR/1984
I-38	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-42	52.233- 1	DISPUTES	JUL/2002
I-43	52.233- 3	PROTEST AFTER AWARD	AUG/1996
I-44	52.242-13	BANKRUPTCY	JUL/1995
I-45	52.243- 1	CHANGES -- FIXED-PRICE (AUG 1987)--ALTERNATE II	APR/1984
I-46	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-47	52.246- 4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-49	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-50	52.247- 1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-51	52.247-68	REPORT OF SHIPMENT (RESHIP)	FEB/2006
I-52	52.248- 1	VALUE ENGINEERING	FEB/2000
I-53	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-54	52.249- 8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-55	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 32 of 64
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Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
I-56	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-57	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-58	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-61	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-62	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-63	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-64	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991)--ALTERNATE I	DEC/1991
I-65	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	APR/2007
I-66	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
I-67	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-68	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-69	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) -- ALTERNATE I	APR/2003
I-70	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-71	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-72	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	DEC/1991
I-73	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-74	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
I-75	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-76	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-77	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-78	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-79	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	JAN/2007
I-80	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract through five (5) years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-81	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) MINIMUM ORDER. When the Government requires supplies or services covered by this contract in an amount of less than 20, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) MAXIMUM ORDER. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 620;

(2) Any order for a combination of items in excess of 620; or

(3) A series of orders from the same ordering office within 30 days days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice,

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 33 of 64</p>
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Name of Offeror or Contractor:

the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

I-82 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after delivery of all quantities ordered during the effective period of this contract.

(END OF CLAUSE)

I-83 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997

OR PRICING DATA - MODIFICATIONS (OCT 97) - ALTERNATE II

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 34 of 64
Name of Offeror or Contractor:		

(2) The contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

(c) When the proposal is submitted, also submit one copy each, including the SF 1411 and supporting attachments, to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(End of clause)

I-84 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-85 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause -

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Somoa, Guam, the U.S. Virgin islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 35 of 64
---------------------------	--	----------------------

Name of Offeror or Contractor:

required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to -

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that -

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall --

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 36 of 64
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Name of Offeror or Contractor:

litigation to protect the interests of the United States.

(End of clause)

I-86 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAR/2007
(a) Definitions. As used in this clause --

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Sep 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006), not applicable to the Department of Defense.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-87 52.245- 2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) (DEV 99-00012) - ALTERNATE I (DEV 99-00008) APR/1984

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: right;">Page 37 of 64</p>
--	--	--

Name of Offeror or Contractor:

"Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon --
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 38 of 64
---------------------------	--	----------------------

Name of Offeror or Contractor:

Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of --

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage) --

- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
- (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
- (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
- (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage --

- (A) Did not result from the Contractor's failure to maintain an approved program or system; or
- (B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 39 of 64</p>
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Name of Offeror or Contractor:

appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The Contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of --

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price, and agrees it will not hereafter include in any price to the Government, any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property, or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

- (1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --
- (i) Contractor with an approved scrap procedure. --

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 40 of 64</p>
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Name of Offeror or Contractor:

inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

- (i) May purchase the property at the acquisition cost.
- (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).
- (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules. --

- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --
 - (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
 - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --
 - (A) Special test equipment with commercial components;
 - (B) Special test equipment without commercial components;
 - (C) Printing equipment;
 - (D) Computers, components thereof, peripheral equipment, and related equipment;
 - (E) Precious Metals;
 - (F) Nonnuclear hazardous materials or hazardous wastes; or
 - (G) Nuclear materials or nuclear wastes.
- (iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 41 of 64
Name of Offeror or Contractor:		

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. --

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. --

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p align="right">Page 42 of 64</p>
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Name of Offeror or Contractor:

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-88 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:
<http://www.acqnet.gov/far>

DFARS Clauses:
<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:
<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

(End of clause)

I-89 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-90 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the National Stock Number(NSN) and Nomenclature, if known, of the deliverable item requiring precious metals.

<u>Precious Metals*</u>	<u>Quantity</u>	<u>Deliverable Item (NSN and Nomenclature)</u>

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 43 of 64
---------------------------	--	----------------------

Name of Offeror or Contractor:

and purchase orders issued in performance of this contract unless the Contractor knows that the item being purchased contains no precious metals.

I-91 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmamilitary.com/guidebook_process (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item
Number, Subline Item Number,
Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-92 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (Jun 2005) (DEVIATION) DEC/2006

(a) Definitions. As used in this clause --

- (1) "Qualifying country" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 44 of 64</p>
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Name of Offeror or Contractor:

Supplement.

(2) "Specialty metals" means any of the following:

(i) Steel --

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium.

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.

(iii) Titanium and titanium alloys.

(iv) Zirconium and zirconium base alloys.

(b) Any specialty metals delivered under this contract shall be melted or produced in the United States or its outlying areas or a qualifying country.

(End of clause)

I-93 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions.

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 45 of 64
---------------------------	--	----------------------

Name of Offeror or Contractor:

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

Name of Offeror or Contractor:

- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
<u>DESCRIPTION</u>	<u>LINE ITEMS</u>	<u>QUANTITY</u>

Total

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 47 of 64
Name of Offeror or Contractor:		

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL), DATA ITEMS A001 - A005	08-AUG-2006	014	
Attachment 001	DEPOT MAINTENANCE WORK REQUIREMENT 55-1650-397	28-APR-2004	164	
Attachment 002	AMCOM ENGINEERING DIRECTIVE (AED) C4441, INTEGRATED LOWER CONTROL ACTUATOR TECHNICAL DATA CORRECTION	06-FEB-2003	001	
Attachment 003	AED C4598, REQUIREMENT FOR AMCOM APPROVAL OF SUBSTITUTE/EQUIVALENT SPECIAL TOOLS AND TEST EQUIPMENT	11-AUG-2003	001	
Attachment 004	MAINTENANCE ENGINEERING ORDER (MEO) C4659, REVISION A, COMPONENT DATA FORM (AMSAM-MMC FORM 723)	19-JUL-2006	004	
Attachment 005	MEO C4809, INTEGRATED LOWER CONTROL ACTUATOR LOCKWIRE INSTALLATION INSTRUCTIONS	08-JUN-2004	001	
Attachment 006	MEO C4814, THRUST ACTUATOR P/N 145H7300-12 TECHNICAL DATA CORRECTION	01-JUN-2004	001	
Attachment 007	MEO C5237A, INTEGRATED LOWER CONTROL ACTUATOR PISTON P/N 145H7359-1/145H7337-1 REPAIR PROCEDURE	22-JUN-2006	002	
Attachment 008	MEO C5249, REVISION C, CRITICAL SAFETY ITEM (CSI) REVIEW FOR INTEGRATED LOWER CONTROL ACTUATOR, PN: 145H7300-20, NSN: 1650-01-222-8087	16-DEC-2005	014	
Attachment 009	MEO C5811, OVERHAUL INSPECTION PROCEDURES FOR CLEVIS ON INPUT AND OUTPUT LEVERS OF CH-47 INTEGRATED LOWER CONTROLS ACTUATOR (P/N 145H7300-20/-12/-25/)	18-MAY-2006	003	
Attachment 010	MEO C5852, TECHNICAL DATA CORRECTION FOR H-47 INTEGRATED LOWER CONTROL ACTUATOR - PN 145H7300-12/-20/-25/-26	10-JUL-2006	003	
Attachment 011	AED T1356C, REQUEST FOR CONTRACTUAL WORK DEVIATION AND EXCEPTION	09-MAY-2002	003	
Attachment 012	PACKAGING REQUIREMENTS	01-SEP-2006	001	
Attachment 013	PRODUCT VERIFICATION AUDIT REQUIREMENTS FOR DEPOT, DOD MAINTENANCE ACTIVITIES, AND COMMERCIAL CONTRACTORS	21-JUL-2006	009	
Attachment 014	CRITICAL CHARACTERISTICS	12-APR-2006	007	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 48 of 64
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDNG PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() (i) Paragraph (c) applies.

() (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is; () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 49 of 64</p>
--	--	---

Name of Offeror or Contractor:

offeror represents, for general statistical purposes, that it () is; () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is; () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror has represented itself as disadvantaged in paragraph (b)(2) of this provision.) (The offeror shall check the category in which its ownership falls):

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern," --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p>Page 50 of 64</p>
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Name of Offeror or Contractor:

121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern means a small business concern" --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-6 52.203- 2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that ---

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____; (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 51 of 64</p>
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Name of Offeror or Contractor:

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-7 52.209- 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief that--

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-8 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;"> PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD </p>	<p style="text-align: center;">Page 52 of 64</p>
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Name of Offeror or Contractor:

Place of Performance (Street
Address, City, County, State,
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Offeror
or Quoter

K-9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations

K-11 52.227- 6 ROYALTY INFORMATION APR/1984

of the Secretary of Labor.(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(END OF PROVISION)

This proposal () does () does not contain more than \$250 for royalty changes.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p style="text-align: center;">Page 53 of 64</p>
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Name of Offeror or Contractor:

K-12 52.230- 1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed:_____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 54 of 64
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Name of Offeror or Contractor: _____

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

() (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

Name of Offeror or Contractor:

K-13 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005
(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (if known)

(End of provision)

K-14 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The terms "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.
The Offeror represents that it--

_____Does anticipate the supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 56 of 64
---------------------------	--	----------------------

Name of Offeror or Contractor:

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 57 of 64
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204- 6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-5	52.211- 2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>);
 - (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>);
 - (3) ASSISTdocs.com (<http://assistdocs.com>).
- (b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --
- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon - Fri, 0730 to 1600 EST; or
 - (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-6 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-7 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997

OR PRICING DATA

- (a) Exceptions from cost or pricing data.
- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD</p>	<p align="right">Page 58 of 64</p>
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Name of Offeror or Contractor:

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

(End of Provision)

L-8 52.216- 1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a firm fixed price Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

L-9 52.233- 2 SERVICE OF PROTEST SEP/2006
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from -1- .

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-10 52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:
www.arnet.gov/far

DFARS Clauses:
www.dtic.mil/dfars

Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

L-11 52.252- 5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-12 52.209-4006 FINANCIAL AND TECHNICAL ABILITY (USAAMCOM) OCT/1992
(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the

Name of Offeror or Contractor:

offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

L-13	52.211-4000	NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY OR OTHER THAN NEW MATERIAL (USAAMCOM)	OCT/2000
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(a) Offerors are directed to the Clause in Section I of this solicitation entitled "Material Requirements", FAR 52.211-5. Other than new material, residual inventory resulting from terminated or completed Government contracts or former Government surplus property shall not be furnished under any contract resulting from this solicitation unless expressly approved by the contracting officer. Unless the offeror specifies otherwise, the offeror represents that the supplies and components offered are new, not reconditioned and are not of such age or so deteriorated as to impair their usefulness or safety. If the offeror proposes to furnish any item or component which is recycled, recovered, remanufactured, used or reconditioned material, residual inventory resulting from terminated Government contracts or completed contracts (production overrun), or former Government surplus property, the offeror shall, as part of its offer, provide the following information regarding the items or components offered:

1. General Information.

- a. National Stock Number (NSN): _____
- b. Nomenclature: _____
- c. Part Number: _____
- d. Manufacturer: _____
- e. Quantity Offered: _____
- f. Date of Manufacture: _____

2. Condition Information.

- a. The items are:
- () Ready-for-issue.
- () Not Ready-for-issue.
- b. Are the items new and unused _____
- c. Are the items used _____
- d. Have the items been refurbished, reconditioned, overhauled, repaired or remanufactured _____

If so, describe when, where, and how the refurbishment, reconditioning, repair, overhaul or remanufacture was performed, including the extent of these efforts and type of quality assurance program utilized (FAA, MIL-Q-9858A, MIL-I-45208A, ANSI/ASQC Q9001 (ISO 9001), ANSI/ASQC Q9002 (ISO 9002), ANSI/ASQC Q9003 (ISO 9003)). _____

- e. Are the items corroded or otherwise damaged by time or elements _____
If so, describe. _____

f. If the items are used, provide service history on specific Time Before Overhaul (TBO) or specific retirement life items.

3. Source of Items.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 60 of 64
	PIIN/SIIN W58RGZ-06-R-0618	MOD/AMD	
Name of Offeror or Contractor:			

a. The items were purchased by the offeror as:

() Production rejects.

() Production Overrun.

() Scrap.

() Government Surplus from the Government.

() Residual inventory resulting from terminated Government contracts.

() Other, describe. _____

b. If the items were purchased from the Government as surplus property indicate the agency from which the items were purchased including location, the date of purchase, and sale number. Any documentation substantiating purchase information should be provided. _____

Can the items be traced to specific contracts under which the items were originally procured by the Government

If so, indicate the Government contract number(s) and provide any available supporting information.

c. If the items were not purchased by your firm from the Government as surplus indicate the source of the material and provide any available information tracing the item to the original manufacturer and applicable manufacturing contract, including date and sale number, if applicable. _____

d. If the item is a "Flight Safety Part":

(1) Provide evidence that the item was manufactured in accordance with Quality Engineering (QE) Standard 1.

(2) For flight safety parts requiring "Engineering Testing", provide information documenting that the items were manufactured by a firm which has completed required engineering testing.

4. Storage Condition.

a. The items are currently stored:

() Outdoors, uncovered.

() Outdoors, covered.

() Roofed.

() Warehouse, climate uncontrolled.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 61 of 64
	PIIN/SIIN W58RGZ-06-R-0618	MOD/AMD
Name of Offeror or Contractor:		

() Warehouse, climate controlled.

b. Provide any information available concerning storage conditions prior to your acquisition of the item. _____

5. Packaging Information.

The items are:

() In original packaging (describe packaging) _____

() Have been repacked (describe packaging) _____

() Are unpackaged.

6. The items () do, () do not have data plates attached. If data plates are attached, provide the information contained therein. _____

7. The items () do, () do not contain serial numbers. If serial numbers are present indicate. _____

8. The offeror () does, () does not have in his possession the drawings/specifications for the material offered. The revision letter code(s) and date(s) on such drawings/specifications for the item are letter code(s) _____, dated _____.

9. The full quantities of the material offered () are, () are not currently available for shipment.

(b) The Government, when deemed necessary, may require information concerning the material offered in addition to the above. As part of the pre-award responsibility determination efforts, the Government may perform on-site inspections to verify the offeror's ability to perform.

(c) If the Government determines that former Government surplus, residual inventory from terminated or completed contracts, or used or reconditioned material meets the minimum needs of the Government for this procurement, the following applies:

(1) All contractor records of inspection or corrective actions pertaining to the offered items shall be documented in accordance with paragraphs 4.10, 4.14, and 4.16 of ISO 9001.

(2) Any measuring and test equipment devices used by the offeror in inspection of the items offered shall be calibrated in accordance with paragraph 4.11 of ISO 9001.

(3) In the event of award neither the fact that the offeror does not have drawings or specifications nor the fact that in-process Government inspection cannot be performed relieves the offeror from the obligation to furnish material which fully complies with all requirements of this solicitation or resulting contract. The offeror's responsibility to perform is neither diminished by the fact that the Government performed a pre-award survey on the items to be delivered nor the contractor's compliance with all tracing requirements.

The offered items must meet the requirements of the current contract, whether or not the items met agency requirements in existence at the time the items were initially manufactured or sold to the Government. The Government has the right to terminate any resulting contract for default if unacceptable items are tendered and to utilize all remedies provided in the termination for default clause of this contract.

(End of Provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 62 of 64
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Name of Offeror or Contractor:

L-14 52.211-4007 IDENTIFICATION OF SPECIFICATIONS, PROCESSES AND PROCEDURES (USAAMCOM) OCT/1992
The Contractor shall provide a list of the specifications, processes and procedures which will be utilized during the performance of this contract to the Procuring Contracting Officer at time of proposal submission.

(End of provision)

L-15 52.211-4009 SPECIAL NOTICE OF CONTRACTOR RESPONSIBILITIES FOR COMPONENTS AND TOOLING (USAAMCOM) OCT/1992

Offerors are cautioned to carefully review all specifications in order to identify required, restricted vendor components and sources. When such restrictions apply, only components from such approved sources, manufactured to the same quality standards required by the source approval activity, may be used in manufacturing the end item. It is the responsibility of the bidder/offeror to make arrangements for obtaining required components, forgings or castings, and any necessary tooling, including but not limited to permission from the owner to use any and all tooling, dies, fixtures and facilities necessary to produce the required components, forgings or castings. Before award, offeror may be required to document provisions made for obtaining required components, forgings, castings and any other tooling.

L-16 52.215-4002 CONTRACT PRICING PROPOSAL (USAAMCOM) JUL/2001

(a) Your proposal must Conform with the instructions in FAR 15.403-5(b)(1) and Table 15-2. Prospective offerors are encouraged to submit the maximum information available.

(b) Additionally, one copy of each pricing proposal in excess of \$550,000 shall be submitted to the cognizant Plant Representative Office/Contract Administration Office and one copy to the cognizant Defense Contract Audit Agency (DCAA).

(c) As soon as possible after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

(End of Provision)

L-17 52.215-4003 COST OF MONEY (USAAMCOM) MAR/2000

Proposed Cost of Money must be submitted by asset type, i.e., land, building, and equipment. Accordingly, the data required by Form Cost Accounting Standards Board - Cost of Money Factors (Form CASB-CMF) must be delineated for each of the three aforesated asset types consistent with Department of Defense (DD) Form 1861, dated JUN 98.

(End of provision)

L-18 52.219-4000 SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM) - ALTERNATE I (USAAMCOM) OCT/2000

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit five (5) copies of the subcontracting plan required by the clause in Section I, FAR 52.219-9, entitled "Small Business Subcontracting Plan". Note that such a plan is not required of offerors that are small businesses.

(b) Each page of the subcontracting plan shall be marked with solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgement of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 63 of 64
Name of Offeror or Contractor:		

L-19 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM) AUG/2001

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Provision)

L-20 52.233-4703 AMC-LEVEL PROTEST PROGRAM MAY/2004

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

L-21 52.245-4003 PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-OWNED PRODUCTION PROPERTY (USAAMCOM) OCT/1992

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-06-R-0618 MOD/AMD	Page 64 of 64
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Name of Offeror or Contractor:

Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

(c) No use of Government-owned production property shall be authorized unless such is approved in writing by the cognizant Contracting Officer and either (i) rent is charged, (ii) the contract price is reduced by an equivalent amount, or (iii) rent-free use is evaluated by factors set forth herein.

NOTE: In responding to Invitations For Bids only, Bidders who condition their bids on use of Government-owned production property, who do not furnish all the information required by paragraph (b) above prior to the time set for bid opening, shall be considered non-responsive.